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June 5, 1997

EPA Region 5 Records Ctr.



268757

Via Facsimile and Regular Mail

Mr. Dean Pizani  
ENTACT  
1360 North Woodale Road, Ste. #A  
Woodale, IL 60191

Re: Master Metals Site

Dear Dean:

Attached is a conformed copy of the access agreement for the Master Metals site. The determination has been made that you may initiate mobilization efforts at the site as soon as possible.

Please feel free to call me if you have any questions.

Very truly yours,

Quarles & Brady

A handwritten signature in cursive script, appearing to read "Ronni".

Ronni M. Flannery

RMF:pjh  
Enclosure

cc: Thomas Alcamo (via facsimile)  
Kris P. Vezner (via facsimile)

Confirmed Copy

## **PROPERTY ACCESS AGREEMENT**

Master Metals, Inc., ("Grantor"), owner of certain premises located at 2850 W. Third Street in Cleveland, Ohio (the "Premises") grants to the entities who will be performing a removal action pursuant to the Administrative Order by Consent ("AOC") (attached as Exhibit "a") (the "Master Metals Main Facility Site Group"), its employees, agents, and contractors, and authorized U.S. EPA and State of Ohio representatives (collectively "Grantee") access to, through and over the Premises as set forth below.

For good and valuable consideration, the parties agree as follows:

1. As provided for herein, Grantor will allow Grantee access to the Premises for the purpose of conducting activities relating to the removal action. Such right of access includes, but is not limited to, conducting site clearing, decontamination, demolition, transportation and disposal activities, and related work, as required by the AOC.
2. While on the Premises, Grantee shall: (a) comply with all applicable federal, state and local laws, regulations, ordinances and orders, (b) take all reasonable measures not to interfere with operations conducted by Grantor on the Premises, if any, and (c) take all reasonable measures to minimize physical impacts to the Premises (consistent with the nature of the work itself). In turn, Grantor agrees not to interfere with Grantee's access to the Premises and/or with other activities associated with the removal action.
3. Grantee shall notify Grantor at least forty-eight (48) hours prior to entry on the Premises. This condition can be met by providing a written schedule of the tasks to be performed on the Premises.
4. Grantor shall authorize the use of its U.S. EPA Hazardous Waste Generator Identification Number for the transportation and disposal of materials collected at the Premises in the removal action.

5. Designated contacts for notices and all other purposes are as follows:

Grantor:

Robert B. Casarona, Esq.  
Climaco, Climaco, Seminatore, Lefkowitz &  
Garofoci Col., L.P.A.  
Ninth Floor, The Halle Building  
1228 Euclid Avenue  
Cleveland, OH 44115  
Ph: 216-621-8484  
Fax: 216-771-1632

Grantee:

Dean C. Pisani  
ENTACT  
Suite A  
1360 North Wood Dale Road  
Wood Dale, IL 60191

Ph: 630-616-2100  
Fax: 630-616- 9203

Dennis P. Reis  
Quarles & Brady  
411 East Wisconsin Avenue  
Milwaukee, WI 53202

Ph: 414-277-5523  
Fax: 414-271-3552

4. This Agreement shall remain in effect consistent with its terms as necessary to perform activities relating to the removal action.

**MASTER METALS MAIN FACILITY  
SITE GROUP**

**MASTER METALS, INC.**

By: s/ Michael S. McCauley  
Quarles & Brady

Date: 6/5/97

By: s/ Douglas Mickey - Master Metals

Dated: 6/5/97